

BEFORE THE  
ADMINISTRATIVE HEARING COMMISSION  
STATE OF MISSOURI

Missouri Real Estate Commission	)	
	)	
Petitioner,	)	
	)	
v.	)	Case #: 12-1928 RE
	)	
Vicki L. Bronson	)	
and	)	
Bronson Ellis Realtors LLC	)	
	)	
Respondents	)	

**JOINT MOTION FOR CONSENT ORDER,**  
**JOINT STIPULATION OF FACTS AND CONCLUSIONS OF LAW,**  
**WAIVER OF HEARINGS**  
**BEFORE THE ADMINISTRATIVE HEARING COMMISSION AND**  
**THE MISSOURI REAL ESTATE COMMISSION,**  
**AND DISCIPLINARY ORDER**

Respondent Vicki L. Bronson ("Bronson") and Petitioner Missouri Real Estate Commission ("MREC") enter into this *Joint Motion for Consent Order, Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearings Before the Administrative Hearing Commission and Missouri Real Estate Commission, and Disciplinary Order* ("Joint Stipulation") for the purpose of resolving the Complaint filed against Respondent. Pursuant to the rules governing practice and procedure before the Administrative Hearing Commission ("Commission") (1 CSR 15-3.440(3)) and pursuant to the terms of

Section 536.060, RSMo<sup>1</sup>, as it is made applicable to the Commission by Section 621.135, RSMo, the parties move for a consent order and waive the right to a hearing and decision in the above-styled case by the Commission, and, additionally, the right to a disciplinary hearing before the MREC pursuant to Section 621.110, RSMo, and jointly stipulate and agree that a final disposition of this matter may be effectuated as described below.

Respondent acknowledges that she is aware of and understands the various rights and privileges afforded her by law, including: 1) the right to a hearing of the charges against her; 2) the right to appear and be represented by legal counsel; 3) the right to have all charges against her proven upon the record by competent and substantial evidence; 4) the right to cross-examine any witness appearing at the hearing against her; 5) the right to present evidence on her behalf at the hearing; 6) the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the complaint pending against her; 7) the right to a ruling on questions of law by the Commission; 8) the right to a disciplinary hearing before the MREC at which time Respondent could present evidence in mitigation of discipline; 9) the right to a claim for attorneys' fees and expenses, and 10) the right to obtain judicial review of the decisions of the

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<sup>1</sup>All references are to the Revised Statutes of Missouri, Supp. 2012, unless otherwise noted.

Commission and the MREC. Being aware of these rights provided Respondent by operation of law, Respondent knowingly and voluntarily waives each and every one of these rights and freely enters into this Joint Stipulation. Respondent further agrees to abide by the terms of this document as they pertain to Respondent.

Respondent acknowledges that she received a copy of the Complaint in this case, which was filed with the Commission on October 25, 2012. Respondent stipulates that the factual allegations contained in this Joint Stipulation are true and stipulates with the MREC that Bronson's licenses as a Real Estate Broker-Associate, License Nos. 2007033645 and 2001009752, are subject to disciplinary action by the MREC in accordance with the provisions of Chapter 621, RSMo, and 339.010 through 339.205 and 339.710 through 339.855, RSMo.

## **I. JOINT STIPULATION**

Based upon the foregoing, the MREC and Respondent jointly stipulate to the following findings of fact and conclusions of law in lieu of the facts and conclusions of law as alleged in the Complaint filed in this case, and request that the Commission adopt the Joint Proposed Findings of Fact and the Joint Proposed Conclusions of Law as the Commission's Findings of Fact and Conclusions of Law.

### JOINT PROPOSED FINDINGS OF FACT

1. The Missouri Real Estate Commission ("MREC") is an agency of the State of Missouri, created and established pursuant to Section 339.120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 339, RSMo, Real Estate Agents, Real Estate Brokers, Appraisers and Escrow Agents.
2. Respondent, Vicki L. Bronson (Bronson), is an adult individual whose registered address is 209 Green Lane, Carl Junction, Missouri 64834, and who holds Missouri licenses as Real Estate Broker-Associate, License No. 2007033645, which is canceled, and a license as a Broker-Associate, no. 2001009752, which is active and which expires June 30, 2014.
3. Bronson was the designated broker for Bronson Ellis Realtors, LLC (BE Realtors), which was a limited liability company located at 1531 East 32<sup>nd</sup> Street, Suite 5, Joplin, Missouri 63042, and which held Real Estate Association license no. 2007033632, which license was closed.
4. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to Section 621.045, RSMo, and Section 339.100, RSMo.

5. Prior to November 2008, Bronson operated BE Realtors in partnership with Kenneth Ellis, an unlicensed person, who handled the property management business, including the property management escrow accounts.
6. Ellis maintained a separate property management account no. \*\*\*\* 0350 at US Bank under the name K.E. Properties. Bronson did not have signature authority or access to records on this account.
7. In late 2008, Ellis withdrew from the business and arranged for the records of the firm's account to be delivered to Bronson in a disorderly manner.
8. On October 29, 2008, Bronson opened account No. \*\*\*\*\*4476 at Hometown Bank to serve as an escrow for the property management business in the aftermath of Ellis's withdrawal, and account No. \*\*\*\*\*4492, into which security deposits and funds relating to sales were deposited.
9. Bronson assumed control of the firm's financial matters uncertain of what outstanding checks or obligations Ellis may have left.
10. Over the ensuing months, Bronson managed the financial matters of the property management business using the two Hometown Bank accounts.

11. Although Bronson earned fees and commissions from the business over the next several months, she did not remove those amounts from the property management account, but left them in the account because she was uncertain what liabilities remained from Ellis's management of the account.

12. On many occasions in late 2008 and early 2009, Bronson paid management expenses and made owner disbursements based on the available balances in the account, which included funds of her own which Bronson left in the account.

13. In June, 2009, Bronson performed a reconciliation of the account and removed from the account all her previously earned fees and commissions, and after that did not commingle her funds with those of clients of the agency.

#### **JOINT PROPOSED CONCLUSIONS OF LAW**

14. By entering into an arrangement in which Ellis, an unlicensed individual, controlled funds related to a property management business with no supervision or oversight, Bronson assisted or enabled a person who is not licensed to practice a profession for which licensure is required, which is

cause for discipline under Section 339.100.2 (23), RSMo, and Section 339.100.2(15), RSMo, for violation of 20 CSR 2250-8.020(1).

15. By leaving her own personal or business funds in the account, Bronson commingled her own funds with those of clients, and thus failed to maintain funds belonging to others separate and apart from her own funds, which is cause for discipline under the terms of Section 339.100.2(1), RSMo, and Section 339.100.2(15), RSMo, for failure to comply with Section 339.105, RSMo, and 20 CSR 2250-8.120(4).

## II. JOINT DISCIPLINARY ORDER

Based on the foregoing, the parties hereby mutually agree and stipulate that the following shall constitute the order regarding discipline of Bronson's licenses as a Real Estate Broker-Associate, subject to the following terms and conditions, and entered by the MREC in this matter under the authority of Sections 536.060 and 621.110, RSMo. This disciplinary order shall become effective immediately upon the issuance of the consent order of the Commission without further action by either party:

1. **Probation.** Bronson's licenses as a Real Estate Broker-Associate are hereby placed on PROBATION for TWO (2) YEARS. The period of

probation is referred to hereinafter as either "the probationary period" or "the disciplinary period." During the period of probation, Bronson shall be entitled to practice as a Real Estate Broker-Associate provided she pays all required fees, maintains her license current and active, and adheres to all the terms stated herein.

2. **Terms and conditions of the disciplinary period.** Terms and conditions of the probation are as follows:

A. Bronson shall keep the MREC apprised at all times of her current address and telephone number at each place of residence and business. Bronson shall notify the MREC in writing within ten (10) days of any change in this information.

B. Bronson shall timely renew her real estate licenses, timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain her licenses in a current and active status. During the disciplinary period, Bronson shall not place her real estate licenses on inactive status as would otherwise be allowed under 20 CSR 2250-4.040. Alternatively, without violating the terms and conditions of this Joint Stipulation, Bronson may surrender her real estate licenses by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Bronson applies for a real estate license after surrender, Bronson shall be required to requalify as if an original



applicant and the MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Joint Stipulation.

C. Bronson shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

D. Bronson shall immediately submit documents showing compliance with the requirements of this Joint Stipulation to the MREC when requested by the MREC or its designee.

E. During the probationary period, Bronson shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this Joint Stipulation.

F. Bronson shall comply with all relevant provisions of Chapter 339, RSMo, as amended, all rules and regulations duly promulgated thereunder, all local, state, and federal laws. "State" as used herein includes the State of Missouri and all other states and territories of the United States. Upon the expiration of the disciplinary period, the license of Bronson shall be fully restored if all requirements

of law have been satisfied; provided, however, that in the event the MREC determines that Bronson has violated any term or condition of this Joint Stipulation, the MREC may, in its discretion, vacate and set aside the discipline imposed herein and impose such further discipline as it shall deem appropriate.

3. No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Joint Stipulation without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this Joint Stipulation occurred during the disciplinary period, the MREC may choose to conduct a hearing before it to determine whether a violation occurred and may impose further discipline.

4. This Joint Stipulation does not bind the MREC or restrict the remedies available to it concerning any future violations by Bronson of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Joint Stipulation.

5. This Joint Stipulation does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Joint Stipulation that are either now known to the MREC or may be discovered.

6. If any alleged violation of this Joint Stipulation occurred during the disciplinary period, the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Bronson agrees and stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Joint Stipulation has occurred.

7. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

8. The terms of this Joint Stipulation are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Joint Stipulation nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

9. The parties to this Joint Stipulation understand that the MREC will maintain this Joint Stipulation as an open record as required by Chapters 324, 339, and 610, RSMo, as amended.

10. Respondent, together with her heirs, assigns, agents, partners, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents

and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not known or contemplated, including, but not limited to, any claims pursuant to Section 536.087, RSMo, as amended, or any claim arising under 42 U.S.C. Section 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation, or from the negotiation or execution of this Joint Stipulation. The parties acknowledge that this paragraph is severable from the remaining portions of the Joint Stipulation in that it survives in perpetuity even in the event that any court of law or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

### III. CONCLUSION

In consideration of the foregoing, the parties consent to the entry of record and approval of this Joint Stipulation and to the termination of any further proceedings before the Commission based upon the complaint filed by the MREC in the above-captioned cause.

PETITIONER

RESPONDENT


Missouri Real Estate Commission

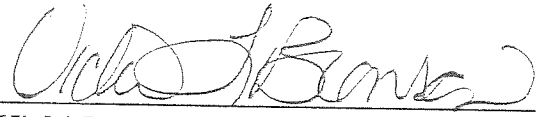
Vicki L. Bronson

  
Janet Carder, Executive Director

Date: 10-2-13

CHRISTOPHER A. KOSTER  
Attorney General

  
Edwin R. Frownfelter  
Assistant Attorney General  
Missouri Bar No. 59477  
615 East 13<sup>th</sup> St., Suite 401  
Kansas City, MO 64106  
Telephone (816) 889-5019  
Facsimile (816) 889-5006  
Email: edwin.frownfelter@ago.mo.gov  
Attorneys for Petitioner

  
Vicki L. Bronson

Date: 9/23/13

LOWTHER AND JOHNSON, LLC

  
Craig F. Lowther  
Missouri Bar No. 24937  
901 St. Louis Street, 20th Floor  
Springfield, MO 65806  
Telephone: (417) 866-7777 ext 255  
Facsimile: (417) 866-1752  
Email: clowther@lowtherjohnson.com